

CITY OF ST. CHARLES

TWO EAST MAIN STREET
ST. CHARLES, ILLINOIS 60174-1984



DEPARTMENT: COMMUNITY DEVELOPMENT/PLANNING

PHONE: (630) 377-4443 FAX: (630) 377-4062

FINAL PLAT APPLICATION

Instructions:

To request approval of final plat for a subdivision or planned unit development, complete this application and submit it with all required attachments to the Planning Office. An application for engineering plan approval should normally be submitted at the same time.

When the application is complete and the engineering plans are substantially in compliance with requirements, the final plat will be placed on a Plan Commission agenda for review.

Received Date

1. Property Information:	Parcel Number (s):	
	Proposed Subdivision Name:	
2. Applicant Information:	Name	Phone
	Address	Fax
		Email
3. Record Owner Information:	Name	Phone
	Address	Fax
		Email
4. Billing: <i>To whom should costs for this application be billed?</i>	Name	Phone
	Address	Fax
		Email

Attachment Checklist

- ☐ Completed Final Plat Submittal Checklist
- ☐ 22 Copies of the proposed Final Plat
- ☐ Final Engineering Plan has been submitted
- ☐ Application Fee (make checks payable to the City of St. Charles)

Items to be submitted prior to City Council approval:

- ☐ Original Final Plat and 6 copies signed by owner, mortgagee, surveyor and County Clerk
- ☐ Guarantee for completion of Land Improvements, consisting of:
 - Developer's Undertaking acknowledging responsibility for completion of Land Improvements
 - Proposed form, amount and provider of completion guarantee collateral (bond, cash, or letter of credit)
 - Final Engineer's Cost Estimate for Land Improvements
- ☐ Illinois EPA Water Pollution Control Permit for sanitary sewer extension
- ☐ Illinois EPA Division of Public Water Supplies Permit for water mains
- ☐ Notice of Intent (NOI) letter/permit for NPDES Stormwater Discharge for sites 5 acres and larger
- ☐ IDNR Office of Water Resources Permit (for work in flood plain)
- ☐ Wetlands Permit from Army Corps of Engineers
- ☐ Kane County DOT and/or IDOT signature on Final Plat (if applicable)
- ☐ Other County, State and Federal agency permits as required
- ☐ Offsite easements and right of way necessary to construct the required Land Improvements
- ☐ Completed school and park land/cash worksheets (residential development only)
- ☐ Detailed specifications for all required land improvements not previously submitted and approved with the engineering plans.

Record Owner _____ Date _____

Applicant or Authorized Agent _____ Date _____

Final Plat Submittal Checklist

Name of Development

Note: To properly complete this application:

- 1. Submit all documents and information required;*
- 2. Indicate compliance with each item by initialing next to the item;*
- 3. If any item is considered by the applicant to be "not applicable," place "NA" in the space.*

Final Plat:

22 copies of the Final Plat, which shall include the following information:

- ____ a. North direction is shown.
- ____ b. Scale is shown (minimum one inch equals 100 feet).
- ____ c. Section corners and section lines are accurately tied into subdivision by distances and angles.
- ____ d. Official survey monuments are shown and dimensioned.
- ____ e. All necessary easements are shown and dimensioned.
- ____ f. An accurate legal description of the entire area under immediate development within the Planned Unit Development/Subdivision.
- ____ g. Location and dimensions of the building lots, common permanent open space, existing permanent buildings, easements and rights-of way.
- ____ h. An open space easement on the common area assuring that the open space shall remain open for perpetuity.
- ____ i. Tabulations on each separate unsubdivided use area, including land area, number of buildings, number of dwellings per acre (PUD).
- ____ j. Building setback lines are shown and dimensioned.
- ____ k. Lot areas are shown.
- ____ l. Street names are shown.

- ____ m. Areas to be dedicated or reserved for public use are shown and described and the purpose is designated.
- ____ n. Protective covenants are lettered on the plat or are appropriately referenced.
- ____ o. Required certificates are shown as provided in Title 16, “Subdivisions and Land Improvements”:
 - ____ 1. Surveyor’s certificates (including signature and seal).
 - ____ 2. Owner’s certificate (including signature).
 - ____ 3. Notary certificate (including signature and seal).
 - ____ 4. County clerk certificate (including signature).
 - ____ 5. Certificate as to special assessments.
 - ____ 6. Certificate of county superintendent of highways, if applicable (including signature).
 - ____ 7. Certificate of Public Works and Buildings, Division of Waterways, State of Illinois, if applicable (including signature).
 - ____ 8. Plan Commission certificate.
 - ____ 9. Director of Public Works certificate.
 - ____ 10. City Council certificate.
 - ____ 11. Special Flood Hazard Area Certificate.
 - ____ 12. Mortgagee Certificate, as required.

Signature – Applicant

Date

Signature – Owner

Date

A Summary of the Subdivision Process

*Complete provisions can be found in Chapter 16.12 of the City Code
or at www.stcharlesil.org/codebook*



Note: These procedures apply to all subdivisions within the City of St. Charles and within all unincorporated areas within 1½ miles of the city limits.

Preliminary Plan Procedure

1. The applicant submits a completed application, attachments, 22 sets of plans and fees to the Planning Division of the Community Development Department.
2. City Staff will review the plans for conformance with all applicable ordinances and provide written review comments to the applicant.
3. If the plans are complete, City Staff will schedule the Preliminary Plan on a Plan Commission agenda.
4. The Plan Commission reviews the preliminary plan for conformance with all applicable ordinances, and reviews any requested variances.
5. The Plan Commission recommends approval or denial, which is in the form of a resolution.
6. The Planning and Development Committee considers the Plan Commission's recommendation to approve. (Does not act on the application if Plan Commission disapproves, per 65 ILCS 5/11-12-8.)
7. The City Council approval is in the form of a resolution. May include conditions that must be met before the approval takes effect.

Engineering Plan Procedure

1. The applicant submits a completed application and 6 full sets of the final engineering plans to the Planning Division of Community Development. If the engineering plans do not substantially conform with the approved preliminary plan, the applicant will need to submit a revised preliminary plan for review by the Plan Commission and City Council.
2. If City Staff determines that the engineering plan does not meet municipal code, the subdivider may request a variation to be considered by the Plan Commission and City Council.
3. City Staff reviews the engineering plans, provides review comments to the applicant's engineer, and approves engineering plans when all requirements are met.

Final Plat Approval Procedure

1. The applicant submits a completed application for Final Plat, all attachments and 22 copies of the Final Plat to the Planning Division of Community Development
2. A final engineering application and 22 sets of the final engineering plans should also be submitted.
3. City Staff reviews the final plat in conjunction with the final engineering plans and provides review comments to applicant's engineer or surveyor. The Final Plat must conform with the Preliminary Plan and show the same geographic area as the engineering plans.
4. If the engineering plans are complete, City Staff will schedule the Final Plat on a Plan Commission agenda.
5. The Plan Commission reviews the Final Plat for conformance with approved preliminary plan and City ordinances. A Resolution indicating the Commission's vote is issued.
6. The Planning and Development Committee reviews the Final Plat.
7. The City Council adopts a resolution approving the Final Plat. May approve with conditions, which must be met before the plat can be recorded.

8. Applicant: Provide the following prior to final approval by the City Council:
 - A copy of the IEPA permits for sanitary sewer installation and for water main installation, if required;
 - The proposed form and amount of the financial guarantee for completion of the required Land Improvements, with appropriate engineer's estimate and a developer's undertaking.

Guarantee for Completion of Improvements

- After the final plat is approved but prior to signature by the Director of Public Works, the subdivider must submit the financial guarantee for completion of land improvements in the form approved by the City Council.
- The guarantee shall be in one of the described formats:
 - A surety bond
 - Cash to be held in escrow by the City
 - An irrevocable letter of credit

Final Plat Recording Requirements

1. The applicant should obtain a copy of the Resolution approving the Final Plat and fulfill all specific conditions prior to submitting the mylar to the City for signatures.
2. All general plat requirements such as payment of park and school fees, submittal of final improvement guarantee, and conveyance of any offsite easements must be fulfilled.
3. The applicant must obtain signatures on the Final Plat mylar from owners, mortgagee, County Clerk, and surveyor and then submit it to the Planning Division. The City prefers to record the Final Plat, so applicants need to obtain a letter from the surveyor authorizing the City to record.
4. City Staff will then circulate the mylar of the Final Plat for signatures and will record the Final Plat.

Construction, Inspection, Completion, Acceptance, and Release of Guarantee:

Once construction of a subdivision unit begins, administration of the process passes to the City Engineer's Office. Please call 630-377-4486 for further information. The applicant should obtain a copy of the Resolution approving the Final Plat and fulfill all conditions prior to submitting the mylar to the City for signatures.

(with surety bond)

DEVELOPER'S UNDERTAKING

WHEREAS, the statutes of the State of Illinois grant to a municipal corporation the right to require that a developer constructing certain improvements in connection with the development of a subdivision within that municipality guarantee the construction of such improvements with a financial guarantee or other security acceptable to the municipality; and

WHEREAS, _____, an Illinois Limited Liability Company, (hereinafter referred to as "Developer") desires to develop a subdivision within the City of St. Charles, Illinois (hereinafter referred to as "City"), and that the City is willing to accept an undertaking and a financial guarantee;

NOW, THEREFORE, in consideration of the premises, the following representations, warranties and agreements are made by the undersigned to and with the City of St. Charles, Illinois:

1. That Developer is the owner of record of the real estate legally described in Exhibit "A" attached hereto and made a part hereof.
2. That the Developer shall furnish at its own cost and expense all necessary materials, labor and equipment to complete the public and private onsite and offsite Land Improvements required by the St. Charles Municipal Code, including but not limited to the following: Storm sewer and water systems including all appurtenances thereto, retention and detention basins, grading and surface drainage ways and facilities, sidewalks, and parkway restoration. All Land Improvements shall be constructed in accordance with the standards, specifications, and requirements of the City of St. Charles. Such Land Improvements are also identified on (a) the Final Engineering Plans ("Final Engineering Plans") consisting of the plan set entitled "_____ " dated _____ prepared by _____, Ltd.; and (b) the Engineer's Estimate of Cost ("Estimate") dated _____, attached hereto as Exhibit "B".
3. That the required Land Improvements shall be completed within two (2) years of the recording of the Final Plat of Subdivision ("Final Plat"), which comprises the real estate to be developed as described herein.
4. That the Owner and Developer shall furnish qualified field supervision for the installation of all Land Improvements in the person of a professional engineer licensed in the State of Illinois.
5. That the Estimate, attached hereto as Exhibit "B", represents a fair estimate of the cost of the required Land Improvements shown and described on the Final Engineering Plans described in Paragraph 2 hereof.
6. That the Developer shall not be entitled to recording of the final plat until, and unless, Developer provides the City with a financial guarantee from a financially sound and reputable company, in an aggregate amount equal to 115% of the Estimate attached hereto as Exhibit "B". Said financial guarantee shall be in the form attached as Exhibit "C" hereto.
7. That the Owner and Developer guarantee the workmanship of the Land Improvements to be installed upon the site for a period of one (1) year after the acceptance by the City Council of all Land Improvements.
8. That the financial guarantee shall be released in full upon acceptance by the City Council of all of the Land Improvements. Upon final completion of all of the Land Improvements, and prior to such acceptance by the City Council, the Developer shall:

a) Submit a Bill of Sale and a contractor's affidavit and lien waivers in accordance with the Illinois Mechanics Lien Act, for all Land Improvements, which have been designated by the City Council for acceptance;

b) Submit one set of reproducible (mylar) as-built drawings of the Land Improvements;

c) Submit a deposit in cash, or financial guarantee equal to fifteen (15) per cent of the actual cost of the Land Improvements, as a guarantee of satisfactory performance of the Land Improvements for a period of one (1) year after the acceptance by the City Council. During such one (1) year period, all necessary repairs to such improvements shall be the responsibility of the Developer. After such one (1) year period, such deposit shall be refunded in full if no defects have developed, or if the Developer to the satisfaction of the Director of Public Works has repaired all defects. If defects have developed which Developer, has not repaired, City may cause such work to be done, and the entire cost and expense thereof shall be paid and deducted from the deposit. The remaining amount of such deposit, if any, shall be refunded to the Developer. If such costs and expenses exceed the amount remaining of such deposit, the Developer shall pay such amount of excess to the City.

9. That in the event the City reasonably determines that the financial condition of the institution issuing the financial guarantee securing this undertaking has changed and is no longer acceptable to the City because its rating has become unacceptable pursuant to municipal code requirement, then at City's option upon notice to Developer and after adoption of a resolution by the City Council, Developer shall provide a substitute from an institution reasonably acceptable to the City, and until such financial guarantee is approved, City may deny the issuance of any further building permits.

Developer hereby acknowledges the absolute right of the City to enforce any financial guarantee, including the right to draw on any surety bond securing this undertaking and assuring completion of the Land Improvements listed herein, in accordance with the conditions set forth above, and hereby waives any notice and any right to enjoin the City from so proceeding. The obligations herein of the undersigned are joint and several.

IN WITNESS WHEREOF, _____, an Illinois Limited Liability Company, has hereunto set his hand and seal this ____ day of _____, 2003

By: _____
Manager

ATTEST: _____
Manager

APPROVED AND AGREED:

CITY OF ST. CHARLES, ILLINOIS

By: _____
Susan Klinkhamer, Mayor

Performance Letter of Credit Template

(FINANCIAL INSTITUTION LETTERHEAD)

IRREVOCABLE LETTER OF CREDIT NO. _____

DATE: _____

BENEFICIARY: City of St. Charles
2 East Main Street
St. Charles, IL 60174

FOR THE ACCOUNT OF: _____ *(Developer)*

and
_____ *(Owner)*

RE: _____
(name of subdivision plat)

_____ *(financial institution)* hereby establishes and issues this Irrevocable Letter of Credit No. _____ in favor of the City of St. Charles ("City") in the amount of \$ _____ which is available to be drawn upon by City upon presentation to us of its demand for payment accompanied by this Irrevocable Letter of Credit.

This Irrevocable Letter of Credit is issued for the purpose of securing and paying for the installation of the following Land Improvements as defined in the St. Charles Municipal Code for the aforesaid project:

DIVISION "A" - SANITARY SEWER SYSTEMS AND APPURTENANCES

(engineer's estimate = \$ _____)

DIVISION "B" - WATER SYSTEMS AND APPURTENANCES

(engineer's estimate = \$ _____)

DIVISION "C" - STORM SEWER SYSTEMS AND APPURTENANCES

(engineer's estimate = \$ _____)

DIVISION "D" - STREETS (PAVEMENT AND CURBS)

(engineer's estimate = \$ _____)

DIVISION "E" - RETENTION AND DETENTION BASINS

(engineer's estimate = \$ _____)
DIVISION "F" - MISCELLANEOUS IMPROVEMENTS
(engineer's estimate = \$ _____)

TOTAL ENGINEER'S COST ESTIMATE = \$ _____

115% OF TOTAL ENGINEERS COST ESTIMATE = \$ _____

The above divisions shall not preclude the City of St. Charles from drawing on funds allocated for work of one division from another division regardless of whether the work is completed for the division from which the funds are drawn.

Such Land Improvements shall be constructed by
_____ (the "Developer") or
_____ (the "Owner"), our customers, in accordance
with plans, specifications and cost estimates prepared by
_____, Professional Engineer, dated _____.

We hereby agree that this Irrevocable Letter of Credit shall remain in full force and effect and pertain to any and all amendments or modifications which may be made from time to time to the plans, specifications and cost estimates for said Land Improvements regardless of whether we have been given notice of such amendments or modifications.

This Irrevocable Letter of Credit shall expire at our office as of our close of business on _____, *(date 6 months after completion date of Undertaking)* provided, however, that we notify the City Clerk, at the above address, by certified or registered mail, return receipt requested, at least ninety (90) days prior to said expiration date that said Irrevocable Letter of Credit is about to expire. In no event shall this Irrevocable Letter of Credit, or the obligations contained herein, expire except upon said prior written notice to the City of St. Charles, it being expressly agreed by _____ *(financial institution)* that the above expiration date shall be extended as required to comply with this notice provision.

It is agreed that failure of our customers to complete the aforesaid Land Improvements at least 6 months prior to said expiration date shall be considered a default by our customer and us. It is agreed that failure of _____ *(financial institution)* to submit an amendment to this Irrevocable Letter of Credit extending the expiration date in the caption and the body hereof by at least one year as provided herein at least sixty (60) days prior to said expiration date shall also be considered a default by our customer and us.

Demands on this Irrevocable Letter of Credit shall be made by presenting
_____ *(financial institution)* with a letter from the Mayor of the City demanding payment, accompanied by the certificate of the Director of Public Works for the City, or his designee, or by a copy of a resolution of the City Council of the City, stating:

1. That this Irrevocable Letter of Credit will expire within sixty (60) days and has not been amended to extend the expiration date for one year; or
2. That the aforesaid Land Improvements have not been completed by the Developer or Owner at least sixty (60) days prior to the aforesaid expiration date.
3. That the aforesaid Land Improvements have not been completed by _____, the completion date set forth in the undertaking between the Owners, Developers and the City of St. Charles.

_____ (*financial institution*) agrees that this Irrevocable Letter of Credit shall not be reduced or discharged except upon receipt of a certificate from the Director of Public Works for the City of St. Charles, or his designee, certifying that this Irrevocable Letter of Credit may be reduced and the amount by which it may be reduced. The outstanding balance of this Irrevocable Letter of Credit shall be the face amount of this Irrevocable Letter of Credit less any amount which is discharged upon certification of the Director of Public Works, or his designee, provided, however, the outstanding balance of this Irrevocable Letter of Credit shall not be reduced to less than 10% of the initial face amount of any particular Division of this Irrevocable Letter of Credit until the St. Charles City Council has accepted all of the aforementioned Land Improvements and the Director of Public Works, or his designee, has certified that the City Council has released this Irrevocable Letter of Credit.

In respect to the written certification above, _____ (*financial institution*) and any negotiating bank or bankers are authorized to accept the certification as binding and correct without investigation or responsibility for the accuracy, veracity, correctness or validity of the same or any part thereof.

We hereby engage with you that all demands for payment made in conformity with the terms of this Irrevocable Letter of Credit will be duly honored on presentation to us prior to expiration of this Irrevocable Letter of Credit. Partial drawings and multiple drawings are allowed. This Irrevocable Letter of Credit is not transferable without the express written consent of _____ (*financial institution*) which consent shall not be unreasonably withheld.

This Irrevocable Letter of Credit sets forth in full terms our undertaking and such an undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument, or agreement except as referred to herein or in which this Irrevocable Letter of Credit relates, and any such reference shall be deemed to be incorporated herein by reference to any document, instrument or agreement, all as previously stated.

The undersigned institution hereby represents and warrants to the City that it has the full power, right and authority to deliver this Irrevocable Letter of Credit, that the same is within all lending limits of such institution, is in full conformity with all state and federal law, and that the same is

binding in accordance with its terms on the undersigned institution. All acts, requirements and other preconditions for the issuance of this Irrevocable Letter of Credit have been completed.

This credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500.

(FINANCIAL INSTITUTION)

BY: _____

ATTEST: _____

APPROVED BY:

(DEVELOPER)

BY: _____

(OWNER)

BY: _____

ATTEST: _____



FILING FEES FOR APPLICATIONS AND PLANS

Developments within corporate limits

- Annexation of Property: \$1,000.00
- Annexation Agreement: \$2,000.00
- General (Text) Amendment: \$500.00
- Zoning Map Amendments: \$750.00
- Special Use and Amendment to Special Use: \$1,000.00
- Special Use as a Planned Unit Development (PUD): \$2,000.00
- Site Plan Review (O-R Districts): \$1,000.00
- Subdivision Concept Plan: No fee
- Preliminary Plan of Subdivision (not a PUD): \$2,500.00
- Preliminary Plan of Minor Subdivision or Minor Resubdivision (of a parcel less than 3 acres): \$1,000.00
- Subdivision Final Engineering Plans: \$1,500.00
- Subdivision Final Plat: \$500.00
- PUD Concept Plan: No fee
- PUD Preliminary Plan: \$3,000.00
- PUD Final Engineering Plan: \$2,000.00
- PUD Final Plat: \$500.00

Developments outside corporate limits (within 1 ½ mile jurisdiction)

- Concept Plan (Review of County application): No fee
- Preliminary Plan of Subdivision, 5 or more lots, with new public road construction: \$ 1, 500.00
- Preliminary Plan of Subdivision, 1 to 4 lots, with new public road construction: \$ 500.00
- Preliminary Plan of Minor Subdivision or Minor Resubdivision (1 to 4 lots, no new public road construction): No fee
- Subdivision Final Plat: \$ 500.00

Reimbursement for Miscellaneous Expenses: The applicant shall reimburse the City for miscellaneous costs incurred relative to any application including but not limited to: Publication of legal notices, Court reporter and transcript fees, Mailing (postage) costs, Recording fees.

Reimbursement for City Staff Review: Applicants are required to reimburse the City for the cost of Engineering review time. An invoice for these costs is sent to the responsible party as indicated on the application form. See Paragraphs 16.12.270 and 16.12.280 of Title 16, "Subdivisions and Land Improvements" and/or Paragraphs 17.12.090 and 17.12.100 of Title 17, "Zoning" for specifics.

Reimbursement for Professional Services: Applicants are required to reimburse the City for the cost of the following:

1. Fees for landscape architect's and planning consultant's review and consultation in connection with review of the petition or application, and inspection of construction, including meetings and associated tasks.
2. Fees for traffic analysis performed by a member of the Institute of Transportation Engineers and approved by the City Engineer, when such traffic analysis is requested by the City.
3. Fees for city attorney's review and negotiations in connection with the petition or application.
4. Fees for professional engineering consultant's review of plans and documents and construction inspection including meetings and associated tasks.

Payment: Filing fees are payable at the time of filing the application or petition. Reimbursement fees are due within 30 days of invoicing.

CITY OF ST. CHARLES, ILLINOIS – SCHEDULED MEETING DATES

Plan Commission	Planning & Development Committee	City Council
2004*		
1/06	1/12	1/05
1/20		1/19
2/03	2/09	2/02
2/17		2/16
3/02	3/08	3/01
3/16		3/15
4/06	4/12	4/05
4/20		4/19
5/04	5/10	5/03
5/18		5/17
6/08	6/14	6/07
6/22		6/21
7/07(Wed)	7/12	7/06(Tue)
7/20		7/19
8/03	8/09	8/02
8/17		8/16
9/08 (Wed.)	9/13	9/07 (Tue.)
9/21		9/20
10/05	10/11	10/04
10/19		10/18
11/02	11/08	11/01
11/16		11/15
12/07	12/13	12/06
(no 2 nd meeting in December)		12/20
2005*		
1/04	1/10	1/03
1/18		1/17
2/08	2/14	2/07
2/22		2/21
3/08	3/14	3/07
3/22		3/21

* These dates conform to the regular meeting schedule. However, meetings may be rescheduled. Please check with the Planning Division to confirm a specific meeting date.

We will review submittals for completeness prior to establishing a meeting or public hearing date for an application. Please contact the Planning Division at 377-4443 if you have any questions.